

UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF NEW YORK

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PELIPERO ROBLES VASQUEZ p/k/a RALDY
VASQUEZ and CAMPESINO ENTERTAINMENT
GROUP, INC.,

ORIGINAL

06 Civ. 0619(CM)

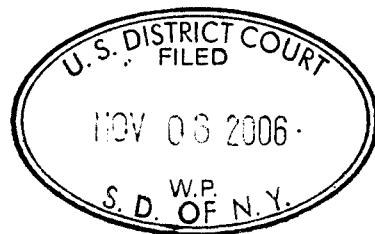
Plaintiffs,

-against-

FERNANDO TORRES NEGRON, et al.,

Defendants.

Stipulation And Order



It is hereby STIPULATED and AGREED by the parties in this action as follows:

1. Defendant Fernando Torres-Negron is precluded and prohibited from alleging, arguing, claiming, contending, stating or otherwise maintaining in any manner or way that he is the author, creator, composer, writer, co-author, co-creator, co-composer or co-writer of the music to any and all musical compositions and/or songs except for a song entitled "Noche de Piesta" that is in issue in this action.

2. The settlement agreements produced by Defendant Fernando Torres-Negron during discovery in this action concerning his claims for copyright infringement in the federal action entitled Torres-Negron v. Rivera et al., Civ. 02-1178 and Civ. 02-1729 (HL)

(D. Puerto Rico) or based in whole or part upon the song entitled "Noche de Fiesta" may be used, cited, disclosed, quoted, referred to and relied upon by the parties for any and all purposes in this action only and Plaintiffs may argue, cite, discuss, quote or state that Defendant Fernando Torres-Negron entered into settlements, the amount of the settlements and any warranties and representations Defendant Fernando Torres Negron made with respect to the song entitled "Noche de Fiesta" in any settlement or settlements in any and all court proceedings, hearings, oral arguments, trials, and papers in this action.

3. In the event that any party wishes to file or submit any of the settlement agreements or portions thereof with the Court in this action, that party shall file them either under seal, in accordance with any applicable court procedures for maintaining confidentiality of documents or as the Court may hereafter direct in order to maintain the terms of those agreements confidential from the general public.

4. With respect to filing documents under seal, a party may file the settlement agreements or portions thereof in sealed envelopes on which shall be endorsed the caption of this action and a statement substantially in the following form:

CONFIDENTIAL

FILED UNDER SEAL PURSUANT TO
CONFIDENTIALITY ORDER DATED
e

November 7, 2006

5. All materials filed under seal shall be available to the Court, all appellate Courts and to the parties, their counsel and their agents and representatives for viewing and/or copying.

6. Filing under seal or pursuant to this Stipulation and Order shall be without prejudice to any party's right to argue to the Court and any appellate Court that such document is not confidential and need not be preserved under seal or kept confidential and subsequent modification of this stipulation and order by any Court accordingly or to dispute the admissibility of such documents.

7. A photocopy or facsimile of this Stipulation fully executed by the attorneys for the Plaintiffs and Defendant shall be deemed and treated as an original for all purposes.

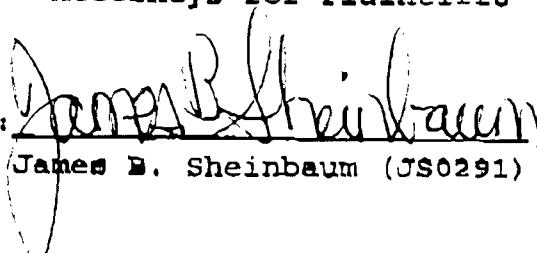
Dated: New York, New York

November 7, 2006

Borstein & Sheinbaum

Attorneys for Plaintiffs

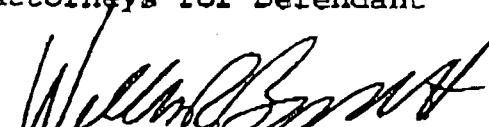
By:


James B. Sheinbaum (JS0291)

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So Ordered:

 11/8/06

MARK D. FOX
United States Magistrate Judge
Southern District of New York